

COLORADO WASTE TIRE PROGRAM INFORMATION

Recycling Incentives for Purchasing and Using Recycled Waste Tire Products in Public Projects

April 2005

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS
DIVISION OF LOCAL GOVERNMENT**
1313 Sherman Street, Room 521 – Denver, Colorado 80203

**This document is also available
on the Department of Local Affairs' Home Page at
<http://www.dola.state.co.us/LGS/FA/wtf.htm>**

**For more information, contact
Pam Kennedy at 303-866-5491
or
Don Sandoval at 970-679-4501**

COLORADO WASTE TIRE RECYCLING GRANTS PROGRAM GUIDELINES

Recycling Incentives for Purchasing and Using Recycled Waste Tire Products in Public Projects

The Colorado General Assembly passed legislation in 1998 (SB98-198), C.R.S. 24-32-114 (1) (b) (I) concerning tire recycling and re-use programs. Specifically, the legislation provides incentives for state agencies and local governments to purchase products made from recycled or reused waste tire material in their public projects.

The legislation authorizes that funds be made available to counties, municipalities, special districts (including school districts), and state agencies, as a financial incentive to purchase products that contain recycled or reused Colorado waste tires.

Purpose

The purpose of this program is to encourage the beneficial reuse and recycling of Colorado waste tires by providing incentives to counties, municipalities, special districts, and state agencies to purchase products made from Colorado-generated recycled or reused waste tires in their public projects.

Definitions

“*Product*” is defined as a commodity that contains or makes use of Colorado-generated recycled waste tires.

A “*public project*” is defined as any publicly funded contract entered into by a county, municipality, special district (including municipal and school districts) or a publicly funded contract entered into by a state agency in accordance with the state’s procurement code.

Eligible Applicants

Counties, municipalities, special districts, and state agencies may apply individually or collectively for the recycling incentives funds.

Program Requirements

To be eligible, the waste tire product(s) purchased by the eligible applicant must be:

- a.) Used for a public project;
- b.) Made with Colorado-generated waste tires;
- c.) Materials must be purchased in accordance with standard bidding procedures (or provide sole-source documentation);
- d.) State agencies must follow procurement standards set up in CRS 24-101-101 et seq.

The application must be signed by a chief elected official, school superintendent, or chief administrative official authorized to sign on behalf of the local government or state agency.

Criteria

In order to allocate limited program funds fairly, and to accomplish maximum positive results from the program, applications will be evaluated based on the following criteria:

- Benefit to Colorado
- Number of tires consumed
- Priority will be given to applicants that are not previous recipients of these grant funds.

- Life cycle costs and savings inherent in the product
- Readiness of project to start (necessary permits in place, environmental impact is okayed, land use is appropriate, etc.)
- Aids in diversifying economic base in rural or economic development areas
- Helps to build infrastructure for increasing use of waste tires in the manufacture of marketable products
- Value project offers as a demonstration of the use of waste tires
- Ability of applicant to contribute cash matching funds towards the project
- Revenue availability in fund
- Leverages research done under tire research grants

Processing of Applications

Eligible applicants may apply using form DLG-B, Recycling Incentives Reimbursement Application, which can be found in this packet. All applications will be reviewed for completeness and eligibility following the application deadline. If an application is not complete as required, the applicant will be required to submit the missing information within a prescribed time period.

Application Deadline

Applications must be submitted to the department by September 15th, December 1st and April 15th of each year.

Reimbursement Process

The Colorado Waste Tire Program may reimburse the applicant a portion of the cost, up to 75 percent of the product cost. ***No program grant funds may be expended until a contract between the grantee and the Department of Local Affairs has been executed.*** Upon completion of an executed contract, the county, municipality, special district, or state agency must:

1. Submit original invoices to the department for the cost of the purchased products.
2. The project must be completed.
3. A project completion report must be filed with the department.
4. Then the department will reimburse the grantee the agreed upon purchase price. Projects have to be completed in a reasonable amount of time (which will be reflected in the state contract) to adhere to state spending authority constraints.

The director will defer partial reimbursement to the applicant until adequate information is received.

The project completion report should include:

- a.) Written documentation that a competitive pricing survey was conducted of qualified vendors that supply the waste tire material product meeting the applicant's specifications;
- b.) A description of how the material was used in the public project;
- c.) Assurances that all project activities were completed as specified in the contract;
- d.) The dates the project was initiated and completed;
- e.) The number of tires reused as a result of the project;
- f.) Total project cost;

- g.) The original invoices and a statement that all costs to be paid from the grant funds were incurred and were included in the reimbursement request;
- h.) All records related to grant activities are available upon request; and
- i.) This report should also be signed by a chief elected official, school superintendent, or chief administrative official authorized to sign on behalf of the local government or state agency.

Eligible Products

The following is a list of products, which may qualify under the program. This list is not intended to be exclusive and other uses beyond those listed may be considered:

1. Transportation uses including rubber from tires in:
 - Asphalt
 - Crack sealants
 - Repair membranes
 - Railroad crossings (at intersections with roads)
 - Recreational use trails
 - Road beds
2. Rubber products
 - Rubber mats (“agrimats” used in horse and cow barns, mats for playground surfaces and for workers on their feet for long periods of time)
 - Playturf (small rubber chips in place of pea gravel, for example, in playgrounds)
 - Rubber in equestrian arenas
 - Rubberized paths and running trails in parks, playgrounds and open space
 - Tire bales used in retaining walls and construction projects
 - Parking lot bumper stops
 - Rubberized “lumber” for walkways, bench slats, landscape timbers, posts, fencing
 - Rubberized sewer pipes
3. Top dressing, soil amendments and sewage sludge composting
 - Soil amendments for golf courses, football fields, baseball fields, soccer fields, and other highly trafficked areas (outdoor concert arenas, public parks with a high volume of foot traffic)
 - Soil amendments for agriculture (green houses, flower beds etc.)
 - For composting sewage treatment plant sludge
4. Civil engineering applications
 - As lightweight aggregate in fill
 - Additive to embankments
 - As sub-grade thermal insulation
 - As backfill behind retaining walls
 - Shredded as fill in landfills
 - In septic fields
5. Fuel
 - As tire-derived fuel in cement kilns, boiler fuels, supplemental coal or wood fuel
 - In pyrolysis applications
 - In cryogenic applications

COLORADO WASTE TIRE GRANT PROGRAM
Recycling Incentives Reimbursement Application
Form DLG-B

DOLA Office Use Only

Project # _____

Cycle: _____

Date Received: _____

Entity's Name _____

Type of Applicant _____ County _____ Municipality _____ Special District _____ State Agency _____

Federal Identification Number _____

Address (*where checks will be sent*) _____

City _____ State _____ Zip _____ County _____

Name of Primary Contact Person _____

Phone _____ Fax _____

Email _____

1. Description of product(s) made with Colorado-generated recycled tire being considered for purchase:

★ Please **attach** the "Colorado Tires" certificate signed by the applicant stating that the waste tires are Colorado-generated (form DLG-D).

2. Description of the public project:

- a.) Project Start Date: _____

(*Note: An entity cannot be reimbursed for the purchase of products dated **before** the date on the "notice of grant award" letter from the Waste Tire Program.*)

- b.) Estimated End Date: _____

3. Location(s) where the product(s) will be used:

4. Estimated unit cost of recycled tire product (e.g., \$\$/lb. or \$\$/Ton) _____

5. Estimated total cost of your purchase: _____

6. What is the applicant providing in dollar match for the project? _____

7. Supplier of the product: _____

Contact name: _____ Phone: _____

8. Estimated number or weight of waste tires contained in the quantity of the product being purchased here: _____

9. Is there a comparable product made without any waste tire material that this recycled tire product is replacing? ☐ Yes ☐ No If yes, please describe: _____

a.) If yes, what is the cost of the non-tire product this recycled tire product is replacing? _____

10. **For State Agencies Only:** Have you complied with the State of Colorado's procurement code in arranging for the purchase of this product? (C.R.S. 24-101-101 et seq)
☐ Yes ☐ No **If no, you will not be eligible to receive these funds.**

Important Message: This is a grant *reimbursement* program. Applicants will be notified about the amount of funds the Department of Local Affairs will award to your project, an amount up to but not to exceed 75% of the total cost of actual **product** purchased. Applicants must purchase the materials in accordance with standard bidding procedures (or provide sole-source documentation) for a public project. Recipients of these grant funds will be required to submit a project completion report (refer to the Program Requirements in this application packet).

NOTICE TO APPLICANT: The Contractor's submission of this application constitutes an offer, acceptance of which shall result in a binding contract effective upon acceptance of the application and award of the grant. The terms of any resulting contract will include the Award letter and the applicant's Colorado Waste Tire Program Recycling Incentives Application Packet (including the General Provisions dated September 2002 and the Colorado Special Provisions, dated 12/01/01), which are incorporated hereby by reference.

Acceptance

By signing below, I certify that my agency has followed all application requirements for these funds and that I have the authority to enter into this contract as a representative of the applicant.

Contractor (entity applying for grant funds):

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email _____

Signature (Full Legal Name) _____

Please print name _____

Position/Title _____

Date _____

Mail Completed Application and all Attachments to:

Colorado Waste Tire Program
Department of Local Affairs
Division of Local Government
1313 Sherman Street, Room 521
Denver, CO 80203

By the application deadline:
September 15th, December 1st, or April 15th

“COLORADO TIRES”

Form DLG-D

I hereby certify the waste tire material used in this project is from Colorado generated waste tires which were discarded, worn, or damaged and removed from a vehicle as the result of a sale, trade, or exchange in Colorado or from a Colorado tire pile that existed prior to September 3, 1999.

Processor/Company #1: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Processor/Company #2: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

End User Name: _____

Signature: _____

Project Name: _____

Date: _____

This form is required to complete the Colorado Waste Tire
End User Partial Reimbursement Program and the *Recycling Incentives Program*
application process.

State/Local Government Contract Attachment Forms:
COLORADO WASTE TIRE PROGRAM APPLICATION
GENERAL PROVISIONS for the Recycling Incentive Reimbursement Application

1. Payment and Limitation of Funds. Upon award of the grant, the state will pay to the Contractor, in consideration for the work and services to be performed, an amount not to exceed the amount awarded. The method and time that payment shall be made is cost reimbursement, payment of up to seventy-five (75%) of approved project costs, payment being made at the completion of the project and only after all required reports have been submitted and approved.

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

2. Contract Termination. This Contract may be terminated as follows:

a.) Termination Due to Loss of Funding. The parties hereto expressly recognize that the Contractor is to be paid, reimbursed, or otherwise compensated with funds provided to the State for the purpose of contracting for the services provided for herein, and therefore, the Contractor expressly understands and agrees that all its rights, demands and claims to compensation arising under this Contract are contingent upon receipt of such funds by the State. In the event that such funds or any part thereof are not received by the State, the State may immediately terminate or amend this Contract to adjust the amount payable hereunder.

b.) Termination for Cause. If, through any cause, the Contractor shall default in the performance of its obligations under this Contract, the State shall thereupon have the right to terminate this Contract for cause by giving written notice to the Contractor of such termination and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor is determined.

If after such termination it is determined, for any reason, that the contractor was not in default, or that the contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.

c.) Termination for Convenience. The State may terminate this Contract at any time the State desires. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. The respective rights and obligations of the parties shall be as set forth in the clause, Termination for Convenience, Procurement Rule R-24-106-101-08, 1 Code of Colorado Regulation 101-9.

3. Conflict of Interest. The Contractor shall comply with the provisions of C.R.S. 18-8-308 and C.R.S. 24-18-101 through 24-18-109.

4. Modification and Amendment.

a) Modification by Operation of Law. This Contract is subject to such modifications as may be required by changes in federal or state law or regulations. Any such required modifications shall be incorporated into and be part of this Contract as if fully set forth herein.

b) **Unilateral Amendment.** The State may unilaterally modify the following portions of this Contract when such modifications are requested by the Contractor or determined by the State to be necessary and appropriate. In such cases, the Amendment is binding upon execution of the Amendment by the State Controller's Department designee and without the signature of the Contractor.

i) Paragraph 3 of this Contract, "Time of Performance";

Contractor must submit a written request to the department if programmatic or budgetary modifications are required. Amendments to this contract for the provisions outlined in this paragraph 4 b.i): Time of Performance can be executed by the state (Exhibit 3).

5. Audit.

a) Discretionary Audit. The State, through the Executive Director of the Department, the State Auditor, or any of their duly authorized representatives, including the right to hire an independent Certified Public Account of the State's choosing, or the federal government or any of its properly delegated or authorized representatives shall have the right to inspect, examine, and audit the Contractor's (and any subcontractor's) records, books, accounts and other relevant documents. Such discretionary audit may be requested at any time and for any reason from the effective date of this Contract until five (5) years after the date the Contractor receives final payment for this Project, provided that the audit is performed during normal business hours.

b) Mandatory Audit. Whether or not the State calls for a discretionary audit as provided above, the Contractor shall include the Project in an annual audit report as required by the Colorado Local Government Audit Law, C.R.S. 1973, 29-1-601, et seq and the Single Audit Act of 1996, P.L. 104-156, and Federal and State implementing rules and regulations. Such audit reports shall be simultaneously submitted to the Department and the State Auditor. Thereafter, the Contractor shall supply the Department with copies of all correspondence from the State Auditor related to the relevant audit report. If the audit reveals evidence of non-compliance with applicable requirements, the Department reserves the right to institute compliance or other appropriate proceedings notwithstanding any other judicial or administrative actions filed pursuant to C.R.S. 1973, 29-1-607 or 29-1-608.

6. Assignment. The contractor may not assign its rights or duties under this Contract without prior written consent of the state.

7. Order of Precedence. Any inconsistency or conflict in this contract shall be resolved by giving precedence in the following order:

- (a) Colorado Special Provisions (which are incorporated by reference to this Contract's Program Application Guidelines);
- (b) General Provisions (which are incorporated by reference to this Contract's Program Application Guidelines); and
- (c) The Colorado Waste Tire Program Recycling Incentives Reimbursement Application. (form DLG-B)

8. Severability.

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term nor as waiver of a subsequent breach of the same term.

SPECIAL PROVISIONS

(For Use Only with Inter-Governmental Contracts)

1. CONTROLLER'S APPROVAL. CRS 24-30-202 (1)

This contract shall not be deemed valid until it has been approved by the Controller of the State of Colorado or such assistant as he may designate.

2. FUND AVAILABILITY. CRS 24-30-202 (5.5)

Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

3. INDEMNIFICATION.

To the extent authorized by law, the contractor shall indemnify, save, and hold harmless the State against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions for the parties, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now or hereafter amended.

4. INDEPENDENT CONTRACTOR. 4 CCR 801-2

THE CONTRACTOR SHALL PERFORM ITS DUTIES HEREUNDER AS AN INDEPENDENT CONTRACTOR AND NOT AS AN EMPLOYEE. NEITHER THE CONTRACTOR NOR ANY AGENT OR EMPLOYEE OF THE CONTRACTOR SHALL BE OR SHALL BE DEEMED TO BE AN AGENT OR EMPLOYEE OF THE STATE. CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX AND LOCAL HEAD TAX ON ANY MONIES PAID BY THE STATE PURSUANT TO THIS CONTRACT. CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS THE CONTRACTOR OR THIRD PARTY PROVIDES SUCH COVERAGE AND THAT THE STATE DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE. CONTRACTOR SHALL HAVE NO AUTHORIZATION, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS, LIABILITY, OR UNDERSTANDING EXCEPT AS EXPRESSLY SET FORTH HEREIN. CONTRACTOR SHALL PROVIDE AND KEEP IN FORCE WORKERS' COMPENSATION (AND PROVIDE PROOF OF SUCH INSURANCE WHEN REQUESTED BY THE STATE) AND UNEMPLOYMENT COMPENSATION INSURANCE IN THE AMOUNTS REQUIRED BY LAW, AND SHALL BE SOLELY RESPONSIBLE FOR THE ACTS OF THE CONTRACTOR, ITS EMPLOYEES AND AGENTS.

5. NON-DISCRIMINATION.

The contractor agrees to comply with the letter and the spirit of all applicable state and federal laws respecting discrimination and unfair employment practices.

6. CHOICE OF LAW

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this contract. Any provision of this contract, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules, and regulations shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision will not invalidate the remainder of this contract to the extent that the contract is capable of execution.

At all times during the performance of this contract, the Contractor shall strictly adhere to all applicable federal and state laws, rules, and regulations that have been or may hereafter be established.

7. SOFTWARE PIRACY PROHIBITION Governor's Executive Order D 002 00

No State or other public funds payable under this Contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby certifies that, for the term of this Contract and any extensions, the Contractor has in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that the Contractor is in violation of this paragraph, the State may exercise any remedy available at law or equity or under this Contract, including, without limitation, immediate termination of the Contract and any remedy consistent with United States copyright laws or applicable licensing restrictions.

8. EMPLOYEE FINANCIAL INTEREST. CRS 24-18-201 & CRS 24-50-507

The signatories aver that to their knowledge, no employee of the State of Colorado has any personal or beneficial interest whatsoever in the service or property described herein.

Effective Date: April 1, 2004

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

CONTRACTOR:

STATE OF COLORADO:
BILL OWENS, GOVERNOR

Legal Name of Contracting Entity

By _____
Michael L. Beasley, Executive Director

Social Security Number or FEIN

Department of Local Affairs

Signature of Authorized Officer

PRE-APPROVED FORM CONTRACT REVIEWER:

Print Name & Title of Authorized Officer

CORPORATIONS:
(A corporate attestation is required.)

Attest (Seal) By _____
(Corporate Secretary or Equivalent, or Town/City/County Clerk) (Place corporate seal here, if available)

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This contract is not valid until the State Controller, or such assistant as he may delegate, has signed it. The contractor is not authorized to begin performance until the contract is signed and dated below. If performance begins prior to the date below, the State of Colorado may not be obligated to pay for the goods and/or services provided.

STATE CONTROLLER:
Leslie M. Shenefelt

By _____
Rose Marie Auten, Controller
Department of Local Affairs

Date _____

Effective Date: April 1, 2004